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turpitude or intentional wrong on the part of the bankrupt, and where these elements are lacking the liability for the conversion should be dischargeable. *Matter of Levitan*, 224 Fed. 241, 34 A. B. R. 789.

CONTRACTS—RESTRAINT OF TRADE—CONTROLLING PRICES ON RESALE.—The plaintiff made a contract with the defendant similar to those it made with its other customers, whereby it was agreed that the defendant would sell only the plaintiff's goods, which were manufactured by a secret process, and sell them only at certain specified prices. The defendant broke the contract and the plaintiff sued to recover the damages resulting from the breach. *Held*, the contract is void under the Federal Anti-Trust Act. *Stewart, et al. v. W. T. Raleigh Medical Co.* (Okla.), 159 Pac. 1187. See Notes, p. 398.

CONTRIBUTORY NEGLIGENCE—RAILROAD CROSSINGS—DUTY OF TRAVELLER.—The plaintiffs' young daughter was killed by a fast through train as she was attempting to drive across a public crossing in a small village. Her view of the approaching train was somewhat obstructed by empty box cars; but she did not stop, look or listen before attempting to cross the track. *Held*, the plaintiffs cannot recover. *Foreman et ux v. Louisiana Western Ry. Co.* (La.), 73 South. 242. For principles involved, see 3 V. A. LAW REV. 466.

EMINENT DOMAIN—COMPENSATION—EVIDENCE AS TO VALUE OF PROPERTY.—Evidence was admitted, over objection, in condemnation proceedings, of the price recently given by the applicant for land situated in near proximity to the land in question, in order to ascertain the value of the land involved in the condemnation proceedings. *Held*, the evidence is admissible. *Baltimore & O. R. Co. v. Bonafield's Heirs* (W. Va.), 90 S. E. 868.

Ordinarily, evidence of the sale of property similarly situated, made at or about the time of the taking of the condemned property, is admissible, as well in condemnation proceeding as in other suits, to prove the value of the property involved in the suit. *Hunt v. Boston*, 152 Mass. 168, 25 N. E. 82; *Baltimore v. Smith Brick Co.*, 80 Md. 458, 31 Atl. 423. Where, however, the sale is made to the party who is seeking to acquire the property in litigation, by condemnation proceedings, there are two distinct views as to the admissibility of evidence of the price given for the property. One view is that if the purchase is made under no circumstances of compulsion, and is not in the nature of a compromise, the price paid for such property is admissible. See *Seaboard Air Line Co. v. Chamblin*, 108 Va. 42, 60 S. E. 727. Other courts, with perhaps better reason, hold that the amount received by such sales is inadmissible in evidence. *Metropolitan St. Ry. Co. v. Walsh*, 197 Mo. 392, 94 S. W. 860; *Peoria Gaslight & C. Co. v. Peoria Terminal Ry. Co.*, 146 Ill. 372, 34 N. E. 550, 21 L. R. A. 373; 2 LEWIS, EMINENT DOMAIN, 2 ed., § 447. It is difficult to see how the condition required by the principal case—that the sale should not be in the nature of a compromise—could actually exist, when one of the parties must acquire the property and the other party is compelled to part with it.